

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORIGINAL SIDE

AP/55/2026

NAWTUN SHAW AND ANR.
VS
SRI NAND JEE PRASAD

BEFORE:
The Hon'ble JUSTICE GAURANG KANTH
Date : 5th May, 2026.

Appearance:
Mr. Jayanta Sengupta, Adv.
Ms. Sampurna Chandra, Adv.
...for the petitioner

Mr. Rajib Ghosh, Adv.
Ms. Gargi Mukherjee, Adv.
...for the respondent

The Court: The petitioner has preferred the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.

Learned Counsel for the petitioner submits that the petitioners are the absolute owners of the premises bearing Holding No.11, Radha Madhab Ghosh Lane within the jurisdiction of Howrah Municipal Corporation, Ward No. 27, P.S. Howrah, District Howrah (South). With a view to develop the said property, the petitioner entered into a registered development agreement dated 08.11.2017 with the respondent who was carrying on business in the name and style of "M/s. Jolly Developer". In furtherance thereof, the petitioner executed a registered Power of Attorney in favour of

the respondent to facilitate the development work. It is further submitted that at the instance of the respondent, the petitioner executed a Deed of Declaration-cum-Amalgamation dated 02.08.2018 along with Sri Ram Murti Gupta and Smt. Radha Gupta for amalgamation of the respective premises. The building plan was subsequently sanctioned in March, 2019. As per the terms of the development agreement, the project was to be completed within a period of two years from the date of sanction of the building plan. Learned Counsel for the petitioner states that the respondent failed to complete the said work within the stipulated period and, therefore, the disputes have arisen between the parties.

Learned Counsel for the petitioner submits that in terms of Clause 18.2 of the development agreement, the disputes between the parties are referable to arbitration, as the agreement contains an arbitration clause. The petitioner has invoked arbitration by issuing a notice under Section 21 of the Act, dated 02.02.2026 calling upon the respondent to take steps for constitution of the arbitral tribunal.

Learned Counsel for the respondent states that he has no objection to the appointment of an Arbitrator to adjudicate the disputes between the parties. The arbitration clause as contained in the agreement dated 08.11.2017, is not in dispute.

Learned Counsel for the parties have mutually agreed to the appointment of Mr. Ayan Dutta, Advocate as the sole Arbitrator to adjudicate the disputes between the parties.

Accordingly, this Court appoints Mr. Ayan Dutta, Advocate, Bar Library Club (Mobile No. 9874487022) as the learned sole Arbitrator to adjudicate the disputes between the parties.

The appointment of the learned sole Arbitrator shall be subject to compliance with Section 12 of the Arbitration and Conciliation Act, 1996.

The learned sole Arbitrator shall be entitled to fix the remuneration in accordance with the Fourth Schedule of the Act.

A copy of this order shall be communicated by the petitioner to the learned sole Arbitrator for necessary action.

All questions regarding arbitrability of the disputes, admissibility of the claims, limitation and other issues are kept open to be urged before the learned sole Arbitrator.

With the aforesaid directions, the present petition stands disposed of.

(GAURANG KANTH, J.)